

1 SCOTT A. KRONLAND (SBN 171693)
2 skronland@altshulerberzon.com
3 P. CASEY PITTS (SBN 262463)
4 cpitts@altshulerberzon.com
5 ALTSHULER BERZON LLP
6 177 Post Street, Suite 300
7 San Francisco, CA 94108
8 Telephone: (415) 421-7151
9 Facsimile: (415) 362-8064

7 IRA L. GOTTLIEB (SBN 103236)
8 igottlieb@bushgottlieb.com
9 BUSH GOTTLIEB, A Law Corporation
10 801 North Brand Boulevard, Suite 950
11 Glendale, California 91203-1260
12 Telephone: (818) 973-3200
13 Facsimile: (818) 973-3201

11 *Attorneys for Defendant United Teachers Los Angeles*

13 UNITED STATES DISTRICT COURT
14 CENTRAL DISTRICT OF CALIFORNIA

15 THOMAS FEW,

16 Plaintiff,

17 v.

18 UNITED TEACHERS LOS ANGELES,
19 *et al.*,

20 Defendants.

CASE NO: 2:18-cv-09531-JLS-DFM

**UTLA'S STATEMENT OF GENUINE
DISPUTES OF MATERIAL FACT
AND ADDITIONAL UNDISPUTED
FACTS IN OPPOSITION TO
PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT**

Hearing Date: Dec. 6, 2019

Hearing Time: 10:30 a.m.*

Location: Courtroom 10A

Hon. Josephine L. Staton

27
28 * The parties have submitted a request to waive oral argument on their motions for summary judgment.

Plaintiff's Facts	UTLA's Response
1. Thomas Few has been a special education teacher employed by the Los Angeles Unified School District ("LAUSD") since August 2016. Joint Statement of Undisputed Facts, Dkt. 71 ("JSUF") ¶1.	Undisputed
2. A true and correct copy of Few's September 8, 2016 UTLA membership application, which Few signed, is attached to the JSUF as Exhibit A. JSUF ¶2.	Undisputed
3. A true and correct copy of Few's February 13, 2018 updated UTLA membership application, which Few signed, is attached to the JSUF as Exhibit B. JSUF ¶3.	Undisputed
4. A true and correct copy of Few's June 2018 letter received by UTLA is attached to the JSUF as Exhibit C. JSUF ¶4.	Undisputed
5. A true and correct copy of UTLA's July 13, 2018 letter to Few, which Few received, is attached to the JSF as Exhibit D. JSUF ¶5.	Undisputed
6. On August 3, 2018, Few submitted another letter to both UTLA and LAUSD, which UTLA and LAUSD received. A true and correct copy of Few's August 3, 2018 letter is attached to the JSUF as Exhibit E. JSUF ¶6.	Undisputed
7. On or about October 10, 2018, Few submitted a letter to UTLA, which UTLA received. A true	Undisputed

1	and correct copy of Few's October 10, 2018	
2	letter is attached to the JSF as Exhibit F. JSUF	
3	¶7.	
4	8. On October 19, 2018, UTLA sent a letter to	Undisputed
5	Few, which Few received. A true and correct	
6	copy of UTLA's October 19, 2018 letter is	
7	attached to the JSUF as Exhibit G. JSUF ¶8.	
8	9. On or about November 21, 2018, UTLA sent	Undisputed
9	Few a letter dated November 20, 2018, which	
10	Few received. A true and correct copy of	
11	UTLA's November 20, 2018 letter is attached	
12	to the JSUF as Exhibit H. UTLA included with	
13	the letter a check for \$433.31 payable to Few.	
14	JSUF ¶9.	
15	10. The check for \$433.31 reimbursed Few for all	Undisputed
16	dues deducted from his pay from the beginning	
17	of June 2018 to October 31, 2018	
18	(corresponding to the November 5, 2018 pay	
19	date), including interest. JSUF ¶10.	
20	11. LAUSD has not deducted any dues from	Undisputed
21	Few's wages since October 31, 2018	
22	(corresponding to the November 5, 2018 pay	
23	date). JSUF ¶11.	
24	12. On or about December 5, 2018, Few's	Undisputed
25	counsel responded to UTLA with a letter	
26	acknowledging Few's receipt and deposit of the	
27	check provided by UTLA. A true and correct	
28		

1	copy of the December 5, 2018 letter is attached	
2	to the JSUF as Exhibit I. JSUF ¶12.	
3	13. From the time he began his employment	Undisputed
4	through October 31, 2018, LAUSD deducted	
5	union dues of approximately eighty-six dollars	
6	(\$86) per month from Few's paychecks and	
7	remitted them to UTLA. JSUF ¶13.	
8	14. Prior to the U.S. Supreme Court's decision in	Undisputed
9	<i>Janus v. AFSCME, Council 31</i> on June 27,	
10	2018, bargaining unit workers who were not	
11	UTLA members were required to pay fair-share	
12	fees to UTLA, pursuant to the Educational	
13	Employment Relations Act. LAUSD deducted	
14	fair-share fees from wages. Compulsory fair-	
15	share fees were less than membership dues.	
16	LAUSD stopped deducting, and UTLA stopped	
17	receiving, fair-share fees after <i>Janus</i> . JSUF	
18	¶14.	
19	Additional Uncontroverted Facts	Supporting Evidence
20	15. LAUSD employees are not required to	Declaration of Harry Mar
21	become members of UTLA as a condition of	in Support of UTLA's
22	employment.	Motion for Summary
23		Judgment, Dkt. 72-3 ("Mar
24		Decl.") ¶2
25	16. On September 8, 2016, Few elected to	JSUF ¶2 & Ex. A; Mar
26	become a member of UTLA and signed an	Decl. ¶5
27	agreement authorizing the deduction of union	
28		

1	dues from his wages.	
2	17. On February 13, 2018, Few signed an	JSUF ¶3 & Ex. B
3	updated UTLA membership card and dues	
4	authorization agreement.	
5	18. The February 13, 2018 membership	JSUF Ex. B
6	agreement Few signed provides: "I hereby	
7	request and voluntarily accept membership in	
8	UTLA and I agree to abide by its Constitution	
9	and Bylaws."	
10	19. The February 13, 2018 dues authorization	JSUF Ex. B
11	agreement Few signed provides: "I hereby (1)	
12	agree to pay regular monthly dues uniformly	
13	applicable to members of UTLA; and (2)	
14	request and voluntarily authorize my employer	
15	to deduct from my earnings and to pay over to	
16	UTLA such dues. This agreement to pay dues	
17	shall remain in effect and shall be irrevocable	
18	unless I revoke it by sending written notice via	
19	U.S. mail to UTLA during the period not less	
20	than thirty (30) days and not more than sixty	
21	(60) days before the annual anniversary date of	
22	this agreement or as otherwise required by law.	
23	This agreement shall be automatically renewed	
24	from year to year unless I revoke it in writing	
25	during the window period, irrespective of my	
26	membership in UTLA."	
27	20. As a member of UTLA, Few had access to	Mar Decl. ¶¶3, 5
28		

1	membership rights and members-only benefits.	
2	21. Membership rights included the rights to vote	Mar Decl. ¶3
3	in union officer elections, run for union office,	
4	and participate in the union's internal affairs.	
5	Members-only benefits included access to a	
6	Group Legal Services network of attorneys,	
7	training and scholarships, student debt clinics,	
8	mortgage and home services programs,	
9	insurance options, and discounts on a variety of	
10	items.	
11	22. On or about November 21, 2018, UTLA sent	JSUF ¶9 & Ex. H; Mar
12	Few a letter dated November 20, 2018	Decl. ¶10
13	confirming that UTLA considered Few to have	
14	resigned his membership as of June 4, 2018.	
15	23. Under the regular business practices of	Mar Decl. ¶11
16	LAUSD and UTLA, no dues would be	
17	deducted from Few's wages in the future unless	
18	he voluntarily becomes a UTLA member and	
19	signs a new dues deduction authorization	
20	agreement.	

1 Dated: November 8, 2019

Respectfully submitted,

2 By: /s/P. Casey Pitts
3 P. Casey Pitts

4 SCOTT A. KRONLAND
5 P. CASEY PITTS
6 ALTSHULER BERZON LLP

7 IRA L. GOTTLIEB
8 BUSH GOTTLIEB, A Law Corporation

9 *Attorneys for Defendant*
10 *United Teachers Los Angeles*